

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Century Indemnity Company

(b) County of Residence of First Listed Plaintiff Philadelphia (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Cohn Baughman
533 Fellowship Road, Suite 120

DEFENDANTS

Banco De Seguros Del Estado

County of Residence of First Listed Defendant Uruguay (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input checked="" type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance	PERSONAL INJURY	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability		INTELLECTUAL PROPERTY RIGHTS	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander		<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine		<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability		<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	LABOR	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 710 Fair Labor Standards Act	SOCIAL SECURITY	<input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692)
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
REAL PROPERTY	CIVIL RIGHTS	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting		FEDERAL TAX SUITS	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	IMMIGRATION	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other			<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 448 Education			
	PRISONER PETITIONS			
	Habeas Corpus:			
	<input type="checkbox"/> 463 Alien Detainee			
	<input type="checkbox"/> 510 Motions to Vacate Sentence			
	<input type="checkbox"/> 530 General			
	<input type="checkbox"/> 535 Death Penalty			
	Other:			
	<input type="checkbox"/> 540 Mandamus & Other			
	<input type="checkbox"/> 550 Civil Rights			
	<input type="checkbox"/> 555 Prison Condition			
	<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332
Brief description of cause:
Breach of reinsurance contracts; declaratory judgment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

June 5, 2024

/s/ Emmett E. McGowan, III

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Cohn Baughman

Emmett E. McGowan, III
PA Attorney I.D. 209545
533 Fellowship Road, Suite 120
Mt. Laurel NJ 08054
Telephone: 856-380-8905
emmett.mcgowan@mclolaw.com

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

CENTURY INDEMNITY COMPANY,)	
)	
Plaintiff,)	
)	Civil Action No. 24-2768
v.)	
)	Judge:
)	
BANCO DE SEGUROS DEL ESTADO,)	
)	
Defendant.)	

COMPLAINT

Plaintiff Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America (“Century”), by and through its undersigned attorneys, hereby files this Complaint against Defendant Banco de Seguros del Estado (“Banco”), and in support thereof, avers as follows:

NATURE OF THE ACTION AND THE PARTIES

1. Century is successor in interest to CCI Insurance Company, as successor to Insurance Company of North America (“INA”). Century is organized under the laws of the Commonwealth of Pennsylvania with its principal place of business in Philadelphia, Pennsylvania. At the time of the transactions that are the subject of this Complaint, INA was also organized under the laws of the Commonwealth of Pennsylvania with its principal place of business in Philadelphia, Pennsylvania.

2. Banco is a statutory corporation wholly owned by the Country of Uruguay, with a principal place of business in Uruguay.

3. Century brings this action to enforce six reinsurance agreements and recover \$99,276.69 owed to Century (hereinafter the “Outstanding Balances”). Banco agreed to provide reinsurance to cover liabilities arising out of insurance policy number LAB 016297, which was underwritten by INA and issued to General Dynamics Corp. (“General Dynamics”). The six reinsurance agreements cover two layers of the policy over three time periods.

4. Despite numerous inquiries, Banco has reserved rights and not made payment to Century on the Outstanding Balances.

5. Banco’s inability to meet its responsibilities regarding the Outstanding Balances plainly contradicts its contractual obligations to Century.

VENUE AND JURISDICTION

6. This Court has jurisdiction over the parties and subject matter.

7. This Court has personal jurisdiction over Banco pursuant to the Pennsylvania Long Arm Statute, 42 Pa.C.S. § 5322, as it transacted business within the Commonwealth of Pennsylvania by entering into six reinsurance agreements with Pennsylvania-located INA. The underlying insurance policy, LAB 016297, was also issued from Philadelphia, Pennsylvania.

8. Diversity of citizenship exists as provided in 28 U.S.C. § 1332, and the amount in controversy exceeds the sum specified in 28 U.S.C. § 1332. This Court has jurisdiction to grant declaratory relief as provided in 28 U.S.C. §§ 2201-2202.

9. Venue is proper in this Court under 28 U.S.C. § 1391(b) because the transactions giving rise to the claims occurred in substantial part within Philadelphia County, and because both parties conducted business within the Eastern District of Pennsylvania. Additionally, Banco’s

agents have been handling this specific reinsurance claim through correspondence with Century personnel based in Philadelphia, Pennsylvania.

10. Additionally, all six certificates contain a Service of Suit provision that requires Banco to submit to any United States court selected by Century and to accept service. The provision specifically states:

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Reinsurers hereon to pay any amount claimed to be due hereunder, Reinsurers hereon, at the request of the reinsured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Messrs. Mendes & Mount, 27, William Street, NEW YORK, and that in any suit instituted against any one of them upon this contract, Reinsurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorised and directed to accept service of process on behalf of Reinsurers in any such suit and/or upon the request of the reinsured to give a written undertaking to the reinsured that they will enter a general appearance upon Reinsurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provisions therefor, Reinsurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the reinsured or any beneficiary hereunder arising out of this contract of reinsurance, and hereby designate the above-named as the person to whom the said officer is authorised to mail such process or a true copy hereof.

UNDERLYING INSURANCE POLICY AND CLAIMS

11. INA issued policy number LAB 016297 to insure General Dynamics, with a policy period of 4/1/73-5/1/75. Both Banco and Century are in possession of a copy of LAB 016297.

12. General Dynamics has faced many claims over the years, certain of which allegedly implicated LAB 016297. Among them were three claims: (1) General Dynamics asbestos products

and premises claims; (2) environmental claims arising out of a New Jersey site; and (3) an environmental property damage claim, and related environmental “drinking water” claims, arising from the Lake St. Mary site in Florida.

13. Century has made payments to General Dynamics under LAB 016297 in connection with the three categories of claims referenced above.

BANCO IGNORES ITS OBLIGATIONS TO CENTURY

14. Banco reinsured LAB 016297 with six reinsurance agreements, spread across two layers and three time periods. Both Banco and Century are in possession of the cover notes for all six agreements. Over the years, Banco recognized its obligations to Century as reinsurer and reimbursed at least three prior claims submitted by Century.

15. The pertinent information for the agreements is as follows:

Agreement	Period	Layer	Banco Participation
U18906 A/B	4/1/73-4/1/74	First	4.88%
U18907 A/B	4/1/73-4/1/74	Second	4.38%
U19292 A/B	4/1/74-4/1/75	First	5.06%
U19293 A/B	4/1/74-4/1/75	Second	4.48%
U19720 A/B	4/1/75-5/1/75	First	5.56%
U19721 A/B	4/1/75-5/1/75	Second	5.00%

16. Pursuant to these six reinsurance agreements, Century sought reimbursement from Banco for amounts Century paid on behalf of General Dynamics under LAB 016927.

17. Instead of paying these claims, Banco reserved rights on the claims and, as of the filing of this Complaint, has not made payment to Century respecting the Outstanding Balances.

18. Additionally, Banco has recently taken the position it is not a party to U18907 A/B, U19293 A/B, or U19721 A/B.

19. Banco takes this position on U18907 A/B, U19293 A/B, and U19721 A/B despite

being provided the cover notes for those agreements.

COUNT I: BREACH OF CONTRACT

20. Century incorporates the above paragraphs by reference as if set forth in their entirety.

21. All six reinsurance agreements are valid contracts between Banco and Century in which Banco agreed to reimburse Century for payments made under the underlying policy.

22. Century complied with all of its obligations under the agreements.

23. Despite agreeing to reinsure the General Dynamics policy under the six reinsurance agreements, Banco now breaches its agreements by not making payment to Century.

24. Banco further breaches U18907 A/B, U19293 A/B, and U19721 A/B by asserting that it is not a party to those contracts.

25. Century suffered damages, plus interest, due to Banco not making payment.

WHEREFORE, Plaintiff Century Indemnity Company demands judgment in its favor and against Defendant Banco in an amount in excess of \$99,276.69, together with pre-judgment interest accruing as of a date to be determined, post-judgment interest, reasonable attorney's fees, costs of this suit and such other relief as this Court may find just and appropriate.

COUNT II: DECLARATORY JUDGMENT

26. Century incorporates the above paragraphs by reference as if set forth in their entirety.

27. An actual and justiciable controversy has arisen between Century and Banco as to Banco's obligation to make payments due and owing to Century under the six reinsurance agreements.

28. Century and Banco are parties to the six reinsurance agreements and Century has complied with all of its obligations under the six reinsurance agreements.

29. In response to a billing submitted by Century, Banco reserved rights and has not made payment in accordance with its obligations under the six reinsurance agreements.

30. Banco has also stated it is not a party to U18907 A/B, U19293 A/B, and U19721 A/B.

31. Banco's failure to abide by its obligations creates an actual, substantial and justiciable controversy which exists between Century and Banco and a judicial declaration is necessary and appropriate so that the parties may ascertain their respective rights and duties.

WHEREFORE, Plaintiff Century Indemnity Company prays for a judicial declaration from this Court that the six reinsurance agreements are bona fide contractual agreements between Century and Banco and that their terms are binding upon Banco.

Dated: June 25, 2024

Respectfully submitted,



Cohn Baughman

Emmett E. McGowan, III
PA Attorney I.D. 209545
533 Fellowship Road, Suite 120
Mt. Laurel NJ 08054
Telephone: (856) 380-8905
emmett.mcgowan@mclolaw.com

Christopher P. Hemphill
(*pro hac vice* to be filed)
Robin C. Dusek
(*pro hac vice* to be filed)
Cohn Baughman
525 West Monroe Street, Suite 1500
Chicago, IL 60661
Mobile: (708) 602-5118 (preferred)
Office: (312) 753-6616
christopher.hemphill@mclolaw.com

*Attorneys for Plaintiff Century Indemnity
Company*

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DESIGNATION FORM

(to be used by counsel to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: Philadelphia, PA

Address of Defendant: _____

Place of Accident, Incident or Transaction: Philadelphia, PA

RELATED CASE IF ANY:

Case Number: _____ Judge: _____ Date Terminated _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit Pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier Numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se case filed by the same individual? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any now pending or within one year previously terminated action in this court except as note above.

DATE: Emmett McGowan 209545

Attorney-at-Law (Must sign above)

Attorney I.D. # (if applicable)

Civil (Place a ☒ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts)
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Wage and Hour Class Action/Collective Action
- ☐ 6. Patent
- ☐ 7. Copyright/Trademark
- ☐ 8. Employment
- ☐ 9. Labor-Management Relations
- ☐ 10. Civil Rights
- ☐ 11. Habeas Corpus
- ☐ 12. Securities Cases
- ☐ 13. Social Security Review Cases
- ☐ 14. Qui Tam Cases
- ☐ 15. All Other Federal Question Cases. *(Please specify):* _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury *(Please specify):* _____
- ☐ 7. Products Liability
- ☐ 8. All Other Diversity Cases: *(Please specify)* _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

I, Emmett E. McGowan, counsel of record or pro se plaintiff, do hereby certify:

☐ Pursuant to Local Civil Rule 53.2 § 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☒ Relief other than monetary damages is sought.

DATE: 6/25/2024 Emmett McGowan 209545

Attorney-at-Law (Sign here if applicable)

Attorney ID # (if applicable)

NOTE: A trial de novo will be a jury only if there has been compliance with F.R.C.P. 38.